

Form 210A (10/06)

United States Bankruptcy Court

Southern District Of New York

In re Lehman Brothers Holdings Inc., et al., Debtors,

Case No. 08-13555 (JMP)

TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a). Transferee hereby gives evidence, attached hereto, and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

Credit Suisse (Schweiz) AG

Name of Transferee

Name and Address where notices
to transferee should be sent:

Cravath, Swaine & Moore LLP KWJS & S
Mr. Trevor Broad Mrs. St. Sweeney
825 8th Avenue 200 West 41st Street
New York NY 10019 17th Floor
New York, NY 10036

Phone: -

Last Four Digits of Acct #: -

Name and Address where transferee
payments should be sent (if different
from above):

Phone: -

Last Four Digits of Acct #: -

EFG Bank AG

Name of Transferor

Court Claim # (if known): 55837.55

Date Claim Filed: October 29, 2009

Amount of Claim: -

Portion of Claim Transferred (see
Schedule I): see Evidence of Transfer of Claim Form

Phone: -

Last Four Digits of Acct. #: -

CREDIT SUISSE AG

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: 

Transferee/Transferee's Agent

Philipp Oswald

Adrian Graf

Date: November 28, 2017

Penalty for making a false statement: (Assistant Vice President) imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

AMENDMENT

Transfer and Assignment Agreement (the “Agreement”)

between

(1) **EFG BANK AG**, (the “**Assignor**”); Bahnhofstrasse 16 PO Box 2255 8022
Zurich Switzerland

(the “**Assignor**” or “**Transferor**”)

and

(2) **Credit Suisse (schweiz) AG Uetlibergstrasse 231 CH-8070 Zurich**

(the “**Assignee**” or “**Transferee**”).


1. The Assignor des hereby unconditionally and irrevocably transfer and assign (“**Assignment**”) unto the Assignee, his successors and assigns, all rights and obligations, title and interest in the principal amount of [] in respect of structured security having ISIN number XS0261032238 and blocking number [CA67804] Case No. 08-13555 (JMP), in Claim No. 00055837.55 (the “**Claim**”) of EFG Bank AG. The Assignee accepts such transfer and agrees to assume all obligations and to receive all rights of the Assignor title and interest in the principal amount of Nominal CHF 1’000 in respect of structured security having ISIN number XS0261032238 and blocking number [CA67804] Case No. 08-13555 (JMP), in Claim No 00055837.55 (the “**Claim**”) of EFG Bank AG.
2. The Assignor hereby waives any objection to the Assignment of the Claim to the Assignee on the books and records of Lehman Brothers Holdings, Inc. (“the **Debtor**”) and the United States Bankruptcy Court for the Southern District of New York (“**Bankruptcy Court**”), and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. The Assignor acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to the Assignor transferring and assigning to the Assignee the Claim and recognizing the Assignee as the sole owner and holder of the Claim.
3. The Bankruptcy Court can be directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to the Assignee.

4. The Assignee shall file an evidence of Transfer of Claim in form and substance as attached to this Agreement as Annex 1 to the Bankruptcy Court by himself.
5. The Assignee hereby irrevocably and unconditionally agrees, undertakes and covenants with the Assignor to release and discharge the Assignor from all claims, demands, liabilities and obligations whatsoever (whether past, present or future) absolutely in connection with the assignment stated herein (including but not limited to the complete or partial failure of this assignment) and the Assignee hereby irrevocably and unconditionally waives any claim that he has or may have against the Assignor absolutely in connection therewith.
6. The Assignee hereby agrees to fully indemnify and keep the Assignor and their successors and assigns fully indemnified from and against all claims, demands, liabilities and obligations whatsoever (whether past, present or future) which the Assignor may incur or sustain in connection with the assignment stated herein (including but not limited to the complete or partial failure of this assignment).
7. This Agreement shall be governed by and construed in all respects in accordance with the laws of Switzerland (i.e. with the exception of Swiss conflict of laws rules). Any conflict arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of Zurich, Switzerland.

Place, Date: Geneva, 12th February 2017

EFG Bank AG



[Silvio MAGLIO]

[Karinne Balzarini-Gautier]

Karinne Balzarini-Gautier
Vice President

Place, Date:

The Assignee

[client name]

Annex 1

AMENDMENT

EVIDENCE OF TRANSFER OF CLAIM

TO: United States Bankruptcy Court for the
Southern District of New York ("**Bankruptcy Court**")

RE: Lehman Brothers Holdings, Inc. ("**Debtor**")
Case No. 08-13555 (JMP)

EFG BANK AG ("**Transferor**"), for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby unconditionally and irrevocably transfer and assign unto:

Credit Suisse (schweiz) AG Uetlibergstrasse 231 CH-8070 Zurich

its successors and assigns ("**Transferee**"), all right, title and interest in the principal amount of Nominal CHF 1'000 in respect of structured security having ISIN number XS0261032238 and blocking number [CA67804] Case No. [08-13555] (JMP) in Claim No [00055837.55] (the "**Claim**").

Transferor hereby waives any objection to the transfer of the Claim to Transferee on the books and records of the Debtor and the Bankruptcy Court, and hereby waives to the fullest extent permitted by law any notice or right to a hearing as may be imposed by Rule 3001 of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law. Transferor acknowledges and understands, and hereby stipulates that an order of the Bankruptcy Court may be entered without further notice to Transferor transferring to Transferee the Claim and recognizing the Transferee as the sole owner and holder of the Claim.

You are hereby directed to make all future payments and distributions, and to give all notices and other communications, in respect of the Claim to Transferee.

IN WITNESS WHEREOF, the undersigned has duly executed this Evidence of Transfer of Claim by its duly authorized representative dated on 12th February 2018.

EFG BANK AG

By: 
Name: Silvio MAGLIO

By: 
Name: Karinne BALZARINI-GAUTIER

Karinne Balzarini-Gautier
Vice President

AMENDMENT

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Case No. 08-13555 (JMP)

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(4) its successors and assigns ("**Transferee**"), all right, title and interest in the principal amount of Nominal 1'000 CHF in respect of structured security having ISIN number [XS0261032238] and blocking number [CA67804] Case No. 08-13555 (JMP) in Claim No 00055837.55 (the "**Claim**").

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EFG BANK AG

By: _____

Silvio MAGLIO

By: _____

Karinne BALZARINI-GAUTIER:

Karinne Balzarini-Gautier
Vice President